SECRET

20 October 1976

06

Mr. (Emmett M. Steele,) President
(International Art Associates, Ltd.)
08

06
Dear Mr. (Steele,)

08
This document is intended to confirm discussions held between yourself, representing (International Art Associates, Ltd.), hereinafter referred to as the "Company," and Mr. John J. Murray, Jr., representing the Central Intelligence Agency (CIA). If it conforms to your understanding of the agreement reached, kindly so acknowledge by signing below.

1. You have agreed on behalf of the Company to assist CIA by placing on retainer Mr. Richard T. Gibson at an annual fee of $9,000 per annum. This fee will be paid to Mr. Gibson by the Company in monthly increments of $750 each. The Company will overtly negotiate a retainer contract with Mr. Gibson, which will make eminently clear that both are negotiating and concluding the contract as independent parties; that the Company will have no obligation to withhold Federal, state or Social Security income taxes.

2. In consideration of the support rendered, CIA will pay the Company a fee of $10,000 per annum. Provision is made in this amount to offset any nominal expenses the firm incurs in its overt associations or support of Mr. Gibson.

3. CIA will reimburse the Company in quarterly increments via a contrived contractual arrangement between the Company and a notional facility of CIA. Cancelled checks will serve as adequate accounting for monies paid the Company.

4. Because of CIA's interest in Mr. Gibson, it is requested that the Company neither offer Mr. Gibson bona fide employment nor accept any proposal of employment from him without prior consent of CIA for a period of two (2) years following termination of this agreement.

E2IMPDET
CL by: 063837

SECRET

SECRET

5. All information relating to this Agreement is classified secret. Both CIA and the Company agree that the most stringent safeguards will be taken to protect this information, including the existence of the agreement. Any information in any form that must be given to a third party by either CIA or the Company will be done in strict conformance with the laws safeguarding national security information, and only with full consultation between CIA and the Company.

6. This agreement is effective 1 October 1976 and shall remain in full effect for an indefinite period, subject to cancellation at any time upon sixty (60) days' notice by either party thereto.

The CIA wishes to express its appreciation for the manner in which you have received this request to perform a service related to the national security of the United States and for your personal attention thereto.

CENTRAL INTELLIGENCE AGENCY

BY ______________________________
Special Contracting Officer

08

International Art Associates, Ltd.

06

Emmett M. Steele, President ______________________________ Date

SECRET

2/PV